

# **EXHIBIT A**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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KATHERINE BENSHOSHAN,  
*on behalf of herself, FLSA Collective Plaintiffs,  
and the Class,*

Plaintiff,

Case No.: 1:22-cv-03370

v.

ACM LEASE HOLDING, LLC,  
d/b/a MYDOC URGENT CARE,  
JOHN DOE CORPORATIONS 1-10,  
KAMRAN TABADDOR, and  
NABIL SALIB,

Defendants.

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**OFFER OF JUDGMENT**

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants ACM LEASE HOLDING, LLC, d/b/a MYDOC URGENT CARE, KAMRAN TABADDOR, and NABIL SALIB (collectively, “Defendants”) hereby offer to allow judgment to be taken against Defendants in favor of Plaintiff KATHERINE BENSHOSHAN (“Plaintiff”), in the sum of Seventeen Thousand Five Hundred Dollars and No Cents (\$17,500.00) (“Judgment Amount”), inclusive of all of Plaintiff’s claims for relief, damages, attorneys’ fees, costs, and expenses, for all of the Causes of Action contained in Plaintiff’s Complaint dated April 26, 2022, based upon facts existing as of the date of acceptance of the offer.

This Offer of Judgment is made for the purposes specified in Federal Rule of Civil Procedure 68, and neither this Offer of Judgment nor any judgment that may result from this Offer of Judgment shall be construed as either an admission of liability on the part of Defendants, or any of them, or that Plaintiff has suffered any damages.

Payment shall be made within thirty (30) calendar days of the day this Offer of Judgment is filed by Plaintiff with this Court, together with a notice of acceptance of it.

Plaintiff's acceptance of this Offer of Judgment is in full and final satisfaction and resolution of all claims and damages asserted or that could have been asserted by Plaintiff whether known, or unknown, against Defendants, their successors, assigns, and all past and present officers, directors, owners, employees, representatives, and agents, including and without limitation, for all unpaid wages, liquidated damages, compensatory damages, statutory damages, interest, up to the date of acceptance of this offer. This Offer of Judgment is not to be construed as an admission that Defendants are liable in this action on the causes of action in question or on any other causes of action that could have been asserted by Plaintiff, or that Defendants have in any manner or way violated Plaintiff's rights or the rights of any other person or entity. If Plaintiff accepts this Offer of Judgment, no further payment will be due from Defendants to Plaintiff with respect to this matter or any other matter arising out of Plaintiff's alleged employment with Defendants.

By accepting this Offer of Judgment Plaintiff, on behalf of herself, her heirs, successors, representatives, assigns, attorneys, agents, executors, and administrators ("Releasor"), irrevocably and unconditionally releases, acquits, and forever discharges ACM Lease Holding, LLC, its present, past and future owners, affiliates, related business entities, corporate parents, subsidiaries, predecessors, successors, assigns, divisions, directors, officers, trustees, members, employees, stockholders, representatives, insurers, reinsurers, attorneys, heirs, agents, executors, and administrators, in their individual and representative capacities, and all persons acting by, through, under, or in concert with any of these including but not limited to Kamran Tabaddor, and Nabil Salib (hereinafter collectively referred to as "Releasees"), from any and all charges, complaints, claims, liabilities, obligations, suits, demands, costs, losses, debts and expenses, including, but not limited to, all claims for penalties, general damages, punitive damages, compensatory damages,

special damages, equitable relief, attorneys' fees and costs actually incurred, of any nature whatsoever known or unknown, suspected or unsuspected, that Plaintiff had, now has, or in the future may or could have, arising out of or relating to any matter up to the date of the execution of this Agreement, whether under any theory, including, but not limited to, any and all claims in connection with Plaintiff's employment with Defendants (or with any other Releasee) and the cessation thereof, excluding any claims to enforce Plaintiff's rights under this Offer of Judgment.

This Offer of Judgment is made pursuant to the provisions of and in reliance upon the protections contained in Rule 68 of the Federal Rules of Civil Procedure, and shall be deemed withdrawn unless Plaintiff serves written notice of Plaintiff's acceptance within fourteen (14) days of the date on which this Offer of Judgment was served. Any evidence of this Offer of Judgment shall be inadmissible except as provided in Rule 68 of the Federal Rules of Civil Procedure.

If Plaintiff does not serve written notice that this Offer of Judgment is accepted within 14 days after service, this offer will be deemed withdrawn, with the consequences described in FED. R. CIV. P. 68.

Dated: New York, New York  
November 9, 2022

LEWIS BRISBOIS BISGAARD & SMITH  
LLP

Adam E. Collyer, Esq.

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CERTIFICATE OF SERVICE

I hereby certify that on November 9, 2022, I caused Defendants' Offer of Judgment to be served, via electronic mail, upon Plaintiff's counsel of record in this matter:

C.K. Lee, Esq.  
Lee Litigation Group, PLLC  
148 West 24th Street, 8th Floor  
New York, NY 10011  
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By: Adam E. Collyer, Esq.  
Adam E. Collyer, Esq.  
Stephen G. Rickershauser, Esq.